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Attorneys for Defendant
ONEBEACON AMERICAN INSURANCE COMPANY
(FOR ITSELF AND AS SUCCESSOR IN INTEREST TO
COMMERCIAL UNION INSURANCE COMPANY)

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA –SAN FRANCISCO DIVISION

JOHN WARD and PIERCE WARD,

Plaintiffs,

v.

AMERICAN ZURICH INSURANCE
COMPANY, et al.,

Defendants.

Case No. 3:13-CV-03140-SI-JCS

**OneBeacon's Request for Leave for Claims
Manager To Attend Settlement Conference
Telephonically in Observance of Easter
Sunday**

Hon. Joseph C. Spero

Date: April 6, 2015
Time: 9:30 am
Ctr: G

Defendant OneBeacon American Insurance Company ("OneBeacon") hereby consents to Plaintiff's request for leave to attend the April 6, 2015 settlement conference telephonically (Docket No. 100), and respectfully asks permission from the Court to permit OneBeacon's claims manager to attend the mediation telephonically or by video conference as well. All Parties consented to this when the conference was originally scheduled. OneBeacon's attorney, who *will* attend personally, has full authority to negotiate a settlement without limitation.

In alternative to excusing personal attendance, OneBeacon respectfully asks the Court to continue the settlement conference to another date.

The claims manager handling this matter for OneBeacon lives 90 minutes from Boston

1 Logan International Airport, and would have to travel on Easter Sunday in order to attend the
2 April 6 settlement conference on time. He would have to miss his traditional family Easter
3 events in order to travel for this conference. We respectfully submit that the religious and family
4 nature of this Holiday presents substantial hardship.

5 OneBeacon only agreed to conduct a settlement conference on Easter Monday, April 6, on
6 the express condition and agreement that client representatives would not have to attend. All
7 Parties consented to this in our discussions before Hon. Susan Illston. The Court's Order of
8 March 19, 2015 requiring personal attendance notwithstanding was therefore a surprise to us. We
9 have attempted to find a different client representative to attend but there are no closer available
10 representatives. OneBeacon would not have agreed to this date for a settlement conference but
11 for the agreement among Parties excusing personal client attendance.

12 One Beacon is a small player in the negotiation. Even if coverage were established, its
13 pro rata share is only 8.7%. OneBeacon and its counsel have discussed this case extensively and
14 agree on their settlement position and strategy. As noted, counsel signing this request hereby
15 verifies to the Court that he has full negotiation authority.

16 There is no additional reason to require the OneBeacon claims manager to miss Easter
17 Sunday with his family. This case does not involve unique business or personal issues that
18 require client presence. It is an insurance dispute with legal issues fully briefed.

19 In order for the client representative to observe family Easter traditions, OneBeacon
20 therefore requests that OneBeacon's claims manager be permitted to attend by telephone or video
21 conference, or alternatively that the settlement conference be rescheduled for a later date.

22 Thank you for your consideration.

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1 Dated: April 1, 2015

EDISON, McDOWELL & HETHERINGTON LLP

3 By: Raymond J. Tittmann

4 Raymond J. Tittmann

5 Jodi K. Swick

6 Robert D. Whitney

7 Attorneys for Defendant
8 ONEBEACON AMERICAN INSURANCE
9 COMPANY (FOR ITSELF AND AS SUCCESSOR
10 IN INTEREST TO COMMERCIAL UNION
11 INSURANCE COMPANY)

12 Dated: 4/2/15

